

October 27, 2005

West Wisconsin Telcom Cooperative, Inc.
E4528 County Road C
P.O. Box 115
Downsville, WI 54735
Attn: Mr. Randy Siler

Dear Mr. Siler:

T-Mobile USA, Inc. and its Affiliates (collectively, "T-MOBILE"), with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between West Wisconsin Telcom Cooperative, Inc. and 24-7 Telcom, Inc. (collectively, "WWTC") and Alltel Communications, Inc. ("ALLTEL") dated April 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1039 on June 17, 2004 ("Agreement"). This letter shall confirm that T-MOBILE has a copy of the Agreement.

By T-MOBILE's countersignature on this letter, T-MOBILE hereby agrees to the following:

1. Except as set forth below, T-MOBILE adopts the Agreement for interconnection with WWTC, and, in applying the terms and conditions of the Agreement, agrees that "T-MOBILE" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. T-MOBILE requests that notice to T-MOBILE, as may be required under this Agreement, shall be provided as follows:

To T-MOBILE:

Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

With a copy to (for notice of breach only):

General Counsel, Legal Affairs
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

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3. T-MOBILE represents and warrants that it is a Delaware corporation licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. T-MOBILE's adoption of the Agreement shall become effective on April 1, 2004 upon WWTC's filing of this letter with the Commission and shall terminate pursuant to Section 8.1 of the Agreement.
5. In Section 3.3 the OCN for T-MOBILE shall be changed to 6701.
6. The Parties agree that T-MOBILE may route traffic indirectly to WWTC in accordance with Section 4.4 of the Agreement, and in accordance with the following:
 - a. The last sentence of section 4.4 shall be deleted.
7. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."
8. In Section 15.10.1 the T-MOBILE 24-hour contact number shall be changed to (888)-662-4662.
9. Appendix B. Section IV. The InterMTA Traffic Factors shall be changed as follows:

Mobile-to-Land Traffic		
Subject Traffic		100.0%
InterMTA		0.0%
Intrastate	0.0%	
Interstate	0.0%	
Land-to-Mobile-Traffic		
Subject Traffic		100.0%
10. T-MOBILE and WWTC agree to discuss provisioning of a direct Type-2A Interconnection Facilities as provided in Appendix A.
11. T-MOBILE and WWTC agree to replace Appendix B I. with the following upon completion of provisioning the Interconnection Facilities as provided in Appendix A.I. and item 10 above:

D) Charges for Transport and Termination

- a) Per terminating minute of use. \$.0245
- b) This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and T-MOBILE and applies for all Subject Traffic MOU's Transiting at the Elk Lake Tandem to be terminated at a WWTC End Office Switch except as described below in Section IV.

c) For purposes of this Agreement, the rate provided above is applicable to the extent that T-Mobile terminates a total of at least seventy thousand Subject Traffic minutes of use and three hundred and fifty thousand Transiting Traffic minutes of use per month. In the event T-Mobile does not terminate that volume of monthly traffic the rate for Transport and Termination for all Subject Traffic minutes of use direct or indirect will be \$.0295 for that month.

12. Appendix A the Shared Facilities Factor shall be changed to:
- | | |
|---|--------|
| Mobile-to-Land Telecommunications Traffic | 00.0% |
| Land-to-Mobile Telecommunications Traffic | 100.0% |
13. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
14. The following shall be added to Appendix B:

VI. Reciprocal Compensation-Net Billing


Each month during the term of this Agreement WWTC will bill T-MOBILE the net amount of terminating compensation due to WWTC based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by T-MOBILE to WWTC, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by WWTC to T-MOBILE, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due WWTC. Mobile-to-land minutes of use will be based on actual minutes of use delivered by T-MOBILE for termination by WWTC as measured by WWTC. Land-to-mobile minutes of use will be based on actual minutes of use originated by WWTC for termination by T-MOBILE as measured by WWTC. If WWTC cannot measure the originating minutes of use terminated to T-MOBILE, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by T-MOBILE for termination by WWTC by the mobile-to-land factor of 90% and multiplying the results by the land-to-mobile factor of 10%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

15. T-MOBILE and WWTC agree to remove the following provision from Appendix E:
ALLTEL will use it best efforts to negotiate exchange of traffic agreements with all
third party carriers included in this Appendix E, for the Termination of
Telecommunications Traffic.

Please indicate WWTC's agreement to the provisions of this letter by signing three (3)
original copies of this letter on the space provided below and return to Marin Fettman at T-
Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

Sincerely,


T-Mobile USA, Inc.

Name: Dave Mayo
Vice President, Finance & Planning
Title: Engineering & Technical Operations

AGREED and ACCEPTED this 10 day of November 2005.
West Wisconsin Telecom Cooperative, Inc.

By: 

Name: Randy Siler
Title: Executive Vice President

24-7 Telecom, Inc.

By: 

Name: Randy R. Siler
Title: EVP